TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1886.

No. 1339. ~~1313~~ ~~1314~~ 292

NATHANIEL BURRUSS, PLAINTIFF IN ERROR,

vs.

THE STATE OF VIRGINIA.

IN ERROR TO THE SUPREME COURT OF APPEALS OF THE STATE OF VIRGINIA.

FILED FEBRUARY 3, 1887.

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JUDD & DETWEILER, PRINTERS, WASHINGTON.

1 VIRGINIA:

Pleas before the supreme court of appeals of Virginia, held at the State court-house in the city of Richmond, on Thursday, the 9th of December, 1886.

Be it remembered that heretofore, to wit, on the 1st day of November, 1886, came Nathaniel Burruss, by counsel, and filed in the clerk's office of the said court a petition praying for a writ of error to a judgment rendered by the corporation court of the city of Norfolk, on the 8th of October, 1886; which petition, with the transcript of the record accompanying the same, is as follows:

Petition.

To the honorable the judges of the supreme court of appeals of Va.:

Your petitioner, Nathaniel Burrus, would respectfully represent that he is aggrieved by a final judgment of the corporation court of Norfolk, rendered on the 8th day of October, 1886, in a certain proceeding under the act of January 14, 1882, entitled "An act to prevent frauds upon the Commonwealth in the collection and disbursement of her revenues," in which proceeding your petitioner was plaintiff and the Commonwealth of Virginia was defendant.

A transcript of the record accompanies this petition and discloses the following case:

On December 17th, 1885, your petitioner filed in said corporation court of Norfolk his petition alleging that he had tendered to W. W. Hunter, treasurer of Norfolk city, certain past-due, tax-receivable coupons cut from bonds of the State of Virginia, issued under an act of her General Assembly, approved March 30, 1871, entitled "An act to provide for the funding and payment of the public debt;" that he had tendered said coupons in discharge of a tax bill due by him to the State of Virginia; that said Hunter, treasurer, had received the said coupons for the purpose of identification and verification according to law; and petitioner thereupon prayed that a jury might be impanneled for the purpose of trying the question whether said coupons were genuine, legal coupons, legally receivable for taxes, debts, and demands due the Commonwealth of Virginia.

2 Your petitioner further states that on the said 8th day of October, 1886, a jury was regularly impanneled in said court to try the question of the genuineness of said coupons; that thereupon, your petitioner, to maintain the issue on his part, introduced a witness (your petitioner), who testified that he had purchased the coupons in question in open market; that he had never been the owner of the bonds from which they were cut, and that he was unable to produce said bonds; he then offered said coupons in evidence, whereupon the attorney for the Commonwealth called for the production of the bonds (from which the coupons were cut), in conformity with an act of the General Assembly of Virginia, approved January 26, 1886, entitled "An act to prescribe a rule of evidence in certain cases."

Your petitioner then stated again that he was unable to produce the bonds, and claimed that said act was repugnant to section ten, article one of the Constitution of the United States, and was, therefore, null and void. But the court ruled that said act was not repugnant to said Constitution, and further ruled that petitioner should produce said bonds before said petitioner could introduce coupons in evidence, and excluded said coupons from the jury; and no further evidence being introduced by petitioner, judgment was rendered against him.

To the action of said court, in requiring the production of said bonds, your petitioner excepted and now asks that said ruling may be reversed by this honorable court.

Petitioner is advised and insists that the coupon is a contract independent of the bond upon a question of proof. He is further advised that to require him to do an impossible thing is a transparent effort to avoid the logical result of the contract between the State and the creditor, and to that extent impairs the obligation of that contract by rendering the interest certificates practically worthless in the hands of innocent purchasers for value and without notice.

This view of the question was taken by the Supreme Court of the United States in the case of The City of Kenasha *v.* Samson, 9 Wall., 477. In that case Mr. Justice Nelson, speaking for the Court, said:

"These coupons are substantially but copies from the body of the bond in respect to the interest, and, as is well known, are given to the holder of the bond for the purpose: first, of enabling him to collect the interest at the time and place mentioned without the trouble of presenting the bond every time it becomes due; and second, to enable the holder to realize the interest due, or to become due, by negotiating the coupons to the bearer in business transactions, on whom the duty of collecting them devolves.

"This device affords great convenience to all persons dealing in these securities, especially to the holders in foreign countries, who otherwise would be obliged to forward the bond to the place of payment each time it became due, or trust them to the hands of correspondents in the country where the payment is made. This convenience in the collection by the use of coupons, as is apparent,
3 very much facilitates the negotiations of these securities abroad and enhances their value in the foreign market. And any decision that would have the effect to lessen the higher security for the interest as found in the bond by the use of these coupons, would necessarily, to that extent, defeat the purposes for which they were designed."

For the further support of his proposition that "the holder of coupons detached from corporation or State bonds may sue on them in his own name and recover without producing the bond," petitioner cites the following authorities:

Redfield on Railways, 605; Knox Co. *v.* Aspinwall, 24 How., 376; County of Beaver *v.* Armstrong, 44 Pa. St., 63; Thompson *v.* Lee Co.,

3 Wallace, 327; Nat'l Exch. Bank *v.* Hartford, &c., R. R. Co., 8 R. I. 375; Williamson *v.* Ry. Co., 9 Amer. Ry. Times, No. 37.

Petitioner pays, therefore, that for the said error of law manifest upon the face of said judgment of the corporation court of Norfolk of Oct. 8th, 1886, a writ of error thereto be awarded him, and that the same may be reviewed and reversed.

And as in duty, &c.

PETITIONER,
By Counsel.

DILLARD & DILLARD, } p. q.
SANDS & BRYAN, }

I, George Bryan, counsel practicing in the supreme court of appeals of Virginia, do certify that I have examined the record in the case of Burruss *v.* Commonwealth and that in my opinion the judgment therein complained of is erroneous, and should be reviewed and reversed.

GEO. BRYAN.

Richmond, Va., Oct. 16, 1886.

Writ of error awarded. Bond required in penalty of $150.

L. L. LEWIS.

Oct. 30, 1886.

To the clerk of the supreme court of appeals at Richmond.

4 VIRGINIA:

Norfolk city, to wit:

Pleas at the court-house of the city of Norfolk, before the corporation court of said city, on Friday, the 8th day of October, 1886.

Be it remembered, that heretofore, to wit:

At a corporation court continued by adjournment and held for the city of Norfolk on the 17th day of December, eighteen hundred and eighty-five:

This day came the petitioner, Nathaniel Burruss, by counsel, and asked leave to file his petition, which being granted, it is accordingly filed.

Whereupon it is ordered that the attorney for the Commonwealth for this city, upon being previously served with a copy of this order, appear before this court on the 4th day of January, 1886, and answer this petition.

The said petition and the exhibit therewith are in the following words and figures, to wit:

Petition.

To the Hon. D. Tucker Brooke, judge of the corporation court for Norfolk city:

Your petitioner, Nathaniel Burruss, respectfully represents unto your honor that he is a tax payer of Norfolk city, Va.; that on the

30th day of November, 1885, being indebted to the State of Virginia $60 State tax, he tendered W. W. Hunter, treasurer of said city and the officer appointed by law to receive said tax, the payment thereof, $60, in past-due coupons cut from bonds of the said Commonwealth, issued under an act of the General Assembly approved 30th March, 1871, and entitled an act to provide for the funding and payment of the public debt, which said coupons are by law receivable for all taxes, debts and demands due the State of Virginia, who received the same for the purpose of identification and verification, and forwarded them to this court for that purpose, according to law, (see his receipt therefor, herewith filed, marked Exhibit B, and prayed to be taken as a part of this petition,) and thereupon your petitioner paid him the full amount of said tax in money.

Your petitioner alleges that the said coupons are genuine legal coupons and are legally receivable for all taxes, debts and demands due the Commonwealth of Virginia, and he prays that a jury be impanneled to try the question whether they are genuine legal coupons, and are legally receivable for all taxes, debts and demands due the Commonwealth of Virginia; he prays that the State of Virginia be summoned to answer this petition, and that when the said coupons are ascertained to be genuine legal coupons receivable for all taxes, debts and demands due the Commonwealth of Virginia, that this court will so certify to the end that he may receive back the money so paid by him as aforesaid according to law.

And he will ever pray, &c.

NATHANIEL BURRUSS,
Petitioner, by Counsel.
G. M. DILLARD.

EXHIBIT B.

STATE REVENUE OFFICE,
NORFOLK, VA., *November* 30, 1885.

Received of N. Burruss tax receivable coupons of the State of Virginia, in payment of the State tax for 1885, to be handed to the judge of the corporation court for identification and verification.

$30 No. 28— 12783 $15 No. —— $3 No. ——
" " 28— 12765.

$60

The money for the above tax has been received.

Total, $60 00

W. W. HUNTER, *Treasurer.*

Order Filing Petition and Summoning Attorney for the Commonwealth.

In the corporation court of the city of Norfolk, on the 18th day of December, 1885.

NATHANIEL BURRUSS,
v.
COMMONWEALTH OF VIRGINIA, } Petition for verifying coupon.

This day came the petitioner by counsel in court, and asked leave to file his petition, which being granted, it is accordingly filed.

Whereupon it it ordered that the attorney for the Commonwealth for this city, upon being previously served with a copy of this
6 order, appear before this court on the 4th day of January, 1886, and answer this petition.

A copy. Teste: JUNIUS A. COLEMAN,
D. Clerk.

[Endorsed:] Executed this 18th day of December, A. D. 1885, by serving a copy hereof on Thos. R. Borland for the Commonwealth of Virginia, the said Thos. R. Borland being the attorney for the said Commonwealth, at the city of Norfolk, in and a resident of the said city at the time of such service.

C. L. QUINN, *Deputy*,
For F. L. SLADE, *Serg't.*

And now at this day, to wit:

At a corporation court held for said city of Norfolk, at the court-house, on the day and year first herein written, to wit, on Friday the 8th day of October, 1886—

This day came the petitioners, by counsel, and Thomas H. Willcox, the attorney for the Commonwealth for this city, appeared on behalf of the Commonwealth, and thereupon says that the proper instruments in the said petition mentioned are not genuine, legal coupons which are legally receivable for all taxes, debts, and demands due the Commonwealth of Virginia, and the petitioners replied generally to the said plea and puts himself upon the country, and the said defendant likewise, and thereupon came a jury, to wit: W. Talbot Walke, Corbin G. Waller, D. W. Warren, C. J. Whitehurst, Thomas M. Wilkins, Robert Wilson, T. O. Wise, Jr., Aaron Wiel, Jas. E. Barry, Jr., C. D. Whiting, Edward M. Allen, and John S. Alfriend, who, being duly selected by lot according to law, were sworn the truth to speak upon the issue joined, and having heard the evidence, returned a verdict in these words:

"We, the jury, find for the defendant in the issue joined between N. Burruss and the Commonwealth of Virginia."

Whereupon the petitioner moved the court to set aside the said verdict and grant him a new trial, which motion the court doth overrule. Therefore it is considered by the court that the petitioner, taking nothing by his said petition, but for his false clamor be in mercy, &c., and that the defendant go thereof without day, and

recover against the said petitioner her costs by her about her defence in this behalf expended.

7 *Memorandum.*

Upon the trial the petitioner excepted to the opinion of the court overruling his motion to set aside the verdict of the jury and grant him a new trial, and tendered his bill of exceptions, which was received, signed, and sealed by the court and ordered to be made a part of the record.

Memorandum.

The plaintiff, to sundry opinions and judgments of the court given against him upon the trial of this cause, and to the opinions and judgments of the court overruling his motion to set aside the verdict of the jury and grant him a new trial, excepted and tendered his bills of exceptions, numbered 1 and 2, which were signed and sealed by the court, and ordered to be made a part of the record in this case.

And at the instance of counsel for the petitioner the court certifies that at the hearing and in the record there was drawn in question the validity of the act of the General Assembly of the State of Virginia, approved January 26, 1886, entitled "An act to prescribe a rule of evidence in certain cases," upon the ground that said act is repugnant to section 10, article one, of the Constitution of the United States; but the judgment and decision of the court were in favor of the validity of said act and every part thereof, and against the rights claimed by the petitioner under said Constitution.

D. TUCKER BROOKE,
Judge of Corp'n Court of Norfolk City.

The bills of exception of the plaintiff are in the following words and figures:

N. BURRUSS
vs.
STATE OF VIRGINIA. } 1st Bill of Exceptions.

Be it remembered that after the jury was sworn in this case the petitioner, to maintain the issue on his part, introduced a witness, N. Burruss, who testified that he resided in the city of Norfolk, and was a banker and broker by profession, and the plaintiff in this cause; whereupon the court produced the coupons in this case which it had received from the treasurer of the city of Norfolk, securely sealed in an envelope endorsed as follows: $60.00 Va. tax-receivable coupons received "of N. Burruss the coupons mentioned above for State tax 1885, the same to be handed the judge of the corporation court for identification and verification according to law.

"W. W. HUNTER, *Treasurer.*"

8 And the witness identified the said coupons as being the same tendered the treasurer in this case, and he testified that he purchased the coupons in open market; that he was not and

is not the owner of the bonds, and that he is unable to produce said bonds, and thereupon the plaintiff offered in evidence the said coupons, which coupons are in the words and figures following, to wit:

Receivable at and after maturity for all taxes, debts, and demands due the State.

The Commonwealth will pay Thirty } Head of woman. { of Virginia. the Bearer Dollars.

Interest due 1st July, 1885.

Coupon No. 28.

On bond No. 12,783.

GEO. RYE,
Treasurer of the Commonwealth of Virginia.

(National Bank Note Co., New York.)

Endorsed: Receivable at and after maturity for all taxes,

{ 28 }

debts, and demands due the State.

(National Bank Note Co., New York.)

(In writing) N. B.; Nov. 30th, 1885.

Receivable at and after maturity for all taxes, debts, and demands due the State.

Commonwealth will pay Thirty } Head of woman. { of Virginia the bearer Dollars.

Interest due 1st July, 1885.

Coupon No. 28.

On bond No. 12,765.

GEO. RYE,
Treasurer of the Commonwealth of Virginia.

(National Bank Note Co., New York.)

9 Endorsed: Receivable at and after maturity for all taxes,

{ 28 }

debts and demands due the State.

(National Bank Note Company, New York.)

(In writing) N. B., Nov. 30th, 1885.

And thereupon the State of Virginia, by her attorney, demanded that the petitioner should produce the bonds from which said coupons were cut, in conformity with an act of the Assembly of Virginia, approved January 26th, 1886, entitled an act to prescribe a rule of evidence in certain cases; but the plaintiff claimed that he was unable to produce the bonds from which said coupons were cut, and he claimed that said act of Assembly was repugnant to section ten, article one of the Constitution of the United States, but the court ruled that said act is not repugnant to said section of said Constitution, and the court further ruled that the petitioner should produce the bonds from which the said coupons were cut before the s'd coupons could be introduced in evidence, and excluded said coupons from the jury as evidence; to each of which rulings the petitioner, by counsel, excepted, and tendered this his first bill of exceptions, which is signed, sealed, and made a part of the record.

D. TUCKER BROOKE. [SEAL.]

N. BURRUSS
vs.
STATE OF VIRGINIA. } 2d bill.

Be it remembered that after the jury had rendered a verdict in this cause the petitioner, by counsel, moved the court to set the same aside, and grant him a new trial, upon the ground that the verdict is contrary to the law and evidence; which motion the court overruled, and refused to set the said verdict aside and grant the petitioner a new trial; and being asked to certify the said evidence, the court certifies that the evidence set out in the petitioner's first bill of exceptions, which are hereby referred to and made a part of this bill of exceptions, was all the evidence produced at the trial; to which action of the court the petitioners, by counsel, excepted, and tendered this his 2d bill of exceptions, which is signed, sealed, and made a part of the record.

D. TUCKER BROOKE. [SEAL.]

Fee, for this transcript, $8.34.

10 STATE OF VIRGINIA, *City of Norfolk*, } *To wit:*

I, Lawr. L. Waring, deputy clerk of the corporation court of the said city of Norfolk and State of Virginia, do hereby certify that the foregoing and annexed record of the suit of Nathaniel Burruss *v.* The State of Virginia, is a true abstract from the records of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office, this 15th day of October, A. D. 1886, in the 111th year of the Commonwealth of Virginia.

LAWR. L. WARING, *D. C.*

STATE OF VIRGINIA, *City of Norfolk,* } *To wit:*

I, D. Tucker Brooke, judge of the corporation court of the said city of Norfolk, in the State of Virginia, do certify that Lawr. L. Waring, who hath given the preceding certificate, is deputy clerk of the said court, and that his said attestation is in due form.

Given under my hand, this 15th day of October, A. D. 1886.

D. TUCKER BROOKE,
Judge of the Corporation Court of the City of Norfolk.

And at another day, to wit:

At a supreme court of appeals held at the State court-house in the city of Richmond, on Friday, November 5, 1886.

This cause was this day fully heard upon the transcript of the record of the judgment aforesaid and the arguments of counsel, but, because the court here is not yet advised of its judgment to be rendered in the premises, time is taken to consider thereof.

And now at this day, to wit:

At a supreme court of appeals held at the State court-house in the city of Richmond, on Thursday, the 9th of December, 1886.

This day came again as well the plaintiff in error, by his
11 counsel, as the attorney general on behalf of the Commonwealth, and the court having maturely considered the transcript of the record of the judgment aforesaid, and the arguments of counsel, is of opinion for reasons stated in writing and filed with the record, that there is no error in the said judgment.

It is therefore considered that the same be affirmed, and that the Commonwealth recover against the plaintiff in error thirty dollars damages, and also her costs by her about her defense herein expended, which is ordered to be certified to the said corporation court of the city of Norfolk.

Which written opinion is in the words and figures following, to wit:

Opinion.

NEWTON *vs.* COMMONWEALTH.

BURRUSS *vs.* COMMONWEALTH.

LACY, *J.*

These are writs of error to the judgments rendered respectively therein in the corporation court of the city of Norfolk; they
12 are like the case of Cornwall against The Commonwealth—coupon cases.

In both of these cases the plaintiffs asserted an inability to produce the bond from which the coupons had been cut. In Burruss against The Commonwealth no expert testimony was offered, and there was no proof of the genuineness of the coupons, unless they could prove themselves.

In Newton against the Commonwealth, Burruss, the above-named

plaintiff in error, offered to act as expert for Newton, but the court refused to received his evidence.

The court did not err in requiring the production of the bond from which the coupons were cut, the law of this State so requires, and the same is true as to the attempted use of expert testimony, as has been said in Cornwall *vs.* Commonwealth. It is the province of the Legislature of Virginia to prescribe rules of evidence to govern the procedure in her own court; and the Constitu-
13 tion of the United States has no application to the subject.

The obligation of a contract is not affected in any way by a rule of evidence which is prescribed by the law-making power of the State to apply to proceedings in the courts of the State.

The 10th section of the first article of the U. S. Constitution has no application to the subject.

These are suits against the State.

In the Burruss case there is no proof at all; in the Newton case there is no legal proof.

In both cases the decision is right.

The verdict of the jury ought not to have been set aside by the court, and can upon no principle be disturbed in this court.

The judgment in both cases is affirmed.

A true transcript of the record.

Teste: GEO. K. TAYLOR, *C. C.*

Fee, for transcript, $4.10.

STATE OF VIRGINIA, }
14 *City of Richmond,* } *To wit:*

I, George K. Taylor, clerk of the supreme court of appeals of Virginia, at Richmond, do hereby certify that the foregoing is a true transcript of the record and proceedings upon a writ of error lately pending in said court in which Nathaniel Burruss was plaintiff in error and the Commonwealth of Virginia was defendant in error.

In testimony whereof I have hereto set my hand and annexed the seal of said court this 4th day of January, 1887.

[Seal Supreme Court of Appeals of Virginia, Richmond.]

GEO. K. TAYLOR, *Clk.*

15 To the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States:

Your petitioner, Nathaniel Burruss, respectfully represents that he is aggrieved by a judgment of the supreme court of appeals of the State of Virginia, pronounced on the 9th day of December, 1886, in a suit wherein your petitioner was appellant and the State of Virginia appellee. The said judgment affirmed a judgment of the corporation court of Norfolk city, which latter judgment equally aggrieved your petitioner.

A transcript of the record of said judgment is presented herewith, by inspecting which it will be perceived that your petitioner claimed a right under the Constitution of the United States, and that said right was denied to him by both said courts. Your petitioner therefore prays a writ of error and that both said judgments be reversed.

To avoid unnecessary repetition your petitioner refers to his petition for an appeal, to be found at page one of the transcript
16 of the record, which is as applicable for this petition for a writ of error as it was for that appeal.

NATHANIEL BURRUSS,
By WM. L. ROYALL, *His Att'y.*

17 [Endorsed:] Burruss *v.* Virginia. Petition for writ of error.

18 UNITED STATES OF AMERICA, *ss:*

The President of the United States of America to the honorable the judges of the supreme court of appeals of the State of Virginia, Greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in the said suit between Nathaniel Burruss appellant, and the State of Virginia, appellee, wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of
19 or commission held under the United States, and the decision was against the title, right, privilege, or exemption specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission; a manifest error hath happened to the great damage of the said Nathaniel Burruss as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of October next, in the said Supreme Court, to be then and there held, that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the Honorable Morrison R. Waite, Chief Justice of the said Supreme Court, the twenty-first day of December, in the year of our Lord one thousand eight hundred and eighty-six.

[Seal United States Circuit Court, Eastern District of Virginia.]

M. F. PLEASANTS,
Clerk of the Circuit Court of the United States for the East. Dist. of Virginia.

Allowed by—
M. R. WAITE, *Chief Justice U. S.*
December 21, 1886.

20 VIRGINIA:

In the clerk's office of the supreme court of appeals of Virginia, at Richmond, January 4th, 1887.

I, George K. Taylor, clerk of the supreme court of appeals of Virginia, at Richmond, do hereby certify that a copy of the within writ is on file in my office.

Given under my hand this 4th Jan'y, 1887.

GEO. K. TAYLOR, *Clk.*

21 The United States of America to the State of Virginia, Greeting

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the supreme court of appeals of the State of Virginia, wherein Nathaniel Burruss is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiffs in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Morrison R. Waite, Chief Justice of the United States, this 21st day of December, in the year of our Lord one thousand eight hundred and eighty-6.

M. R. WAITE.

22 On this 28th day of Dec'r, in the year of our Lord one thousand eight hundred and eighty-six, personally appeared A. B. Guigon before me, the subscriber, J. M. Skinner, a notary public in and for the city of Richmond, State of Va., and makes oath that he delivered a true copy of the within citation to Fitzhugh Lee, Governor of Virginia, and R. A. Ayers, attorney general of Virginia, on the 28th day of December, 1886.

A. B. GUIGON.

Sworn to and subscribed the 28th day of Dec'r., 1886, before the undersigned, a notary public in and for the city of Richmond, Va.

J. M. SKINNER, *N. P.*

VIRGINIA:

In the Clerk's Office of the Supreme Court of Appeals of Virginia, at Richmond, January 4th, 1887.

I, George K. Taylor, clerk of the supreme court of appeals of Virginia, at Richmond, do hereby certify that a copy of the within citation is on file in my office.

Given under my hand this 4th Jan'y, 1887.

GEO. K. TAYLOR, *Clk.*

23 Know all men by these presents that we, William L. Royall and A. B. Guigon, are held and firmly bound unto the State of Virginia in the full and just sum of five hundred dollars, to be paid to the said State of Virginia, certain attorney, executors, admin-

istrators, or assigns; to which payment, well & truly to be made, we bind ourselves, our heirs, executors, & administrators, jointly & severally by these presents. Sealed with our seals & dated this — day of ——, in the year of our Lord one thousand eight hundred and eighty —.

Whereas, lately, at a supreme court of appeals of the State of Virginia, in a suit depending in said court between Nathaniel Burruss, appellant, and the State of Virginia, appellee, judgment was rendered against the said Burruss, and the said Burruss having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said State of Virginia, citing & admonishing her, to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next.

Now, the condition of the above obligation is such that if
24 the said Burruss shall prosecute his writ of error to effect and answer all damages and costs if he fail to make his plea good, then the above obligation to be void; else to remain in full force and virtue.

Sealed & delivered in presence of—

WM. L. ROYALL. [SEAL.]
A. B. GUIGON. [SEAL.]

Approved by—

M. R. WAITE, *Chief Justice U. S.*

December 21st, 1886.

VIRGINIA:

In the Clerk's Office of the Supreme Court of Appeals of Virginia, at Richmond, January 4th, 1887.

I, George K. Taylor, clerk of the supreme court of appeals of Virginia, at Richmond, do hereby certify that the original bond, of which the foregoing is a copy, is on file in my office.

Given under my hand this 4th of January, 1887.

GEO. K. TAYLOR, *Clk.*

[Endorsed on cover:] Virginia. Sup. court of appeals. No. 1339. Nathaniel Burruss, plaintiff in error, *vs.* The State of Virginia. Filed February 3, 1887. [Stamped:] Supreme Court, U. S. Received Jan. 27, 1887. Clerk's office.